

<i>SERFF Tracking Number:</i>	<i>BEAZ-125894862</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Beazley Insurance Company, Inc.</i>	<i>State Tracking Number:</i>	<i>EFT \$20</i>
<i>Company Tracking Number:</i>	<i>BICI0072A-AR(F)</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0019 Professional Errors &amp; Omissions Liability</i>
<i>Product Name:</i>	<i>AFB Architects &amp; Engineers Media Tech Liability Insurance Program</i>		
<i>Project Name/Number:</i>	<i>/BICI0072A-AR(F)</i>		

## Filing at a Glance

Company: Beazley Insurance Company, Inc.

Product Name: AFB Architects & Engineers  
Media Tech Liability Insurance Program

TOI: 17.0 Other Liability-Occ/Claims Made

Sub-TOI: 17.0019 Professional Errors &  
Omissions Liability

Filing Type: Form

SERFF Tr Num: BEAZ-125894862 State: Arkansas

SERFF Status: Closed

Co Tr Num: BICI0072A-AR(F)

Co Status:

Authors: Nancy Wilson, Renata  
Wright, Laura Maragnano, Evelyn  
Perran, Monique Herold, Camily  
Arjona, Michael Clark

Date Submitted: 11/11/2008

State Tr Num: EFT \$20

State Status: Fees verified and  
received

Reviewer(s): Betty Montesi, Edith  
Roberts

Disposition Date: 11/20/2008

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal): On Approval

Effective Date (New):

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name:

Project Number: BICI0072A-AR(F)

Reference Organization: n/a

Reference Title: n/a

Filing Status Changed: 12/23/2008

State Status Changed: 11/20/2008

Corresponding Filing Tracking Number:

Filing Description:

See cover letter for filing details.

Status of Filing in Domicile: Pending

Domicile Status Comments: Filing in process of  
being reviewed.

Reference Number: n/a

Advisory Org. Circular: n/a

Deemer Date:

SERFF Tracking Number: BEAZ-125894862 State: Arkansas  
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$20  
Company Tracking Number: BICI0072A-AR(F)  
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
Product Name: AFB Architects & Engineers Media Tech Liability Insurance Program  
Project Name/Number: /BICI0072A-AR(F)

## Company and Contact

### Filing Contact Information

Renata Wright, Regulatory Paralegal renata.wright@beazley.com  
30 Batterson Park Road (860) 677-3737 [Phone]  
Farmington, CT 06032 (860) 679-0247[FAX]

### Filing Company Information

Beazley Insurance Company, Inc. CoCode: 37540 State of Domicile: Connecticut  
30 Batterson Park Road Group Code: Company Type: Property and Casualty  
Farmington, CT 06032 Group Name: N/A State ID Number:  
(860) 677-3700 ext. [Phone] FEIN Number: 04-2656602  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$20.00  
Retaliatory? No  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Beazley Insurance Company, Inc.	\$20.00	11/11/2008	23859224

<i>SERFF Tracking Number:</i>	<i>BEAZ-125894862</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Beazley Insurance Company, Inc.</i>	<i>State Tracking Number:</i>	<i>EFT \$20</i>
<i>Company Tracking Number:</i>	<i>BICI0072A-AR(F)</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0019 Professional Errors &amp; Omissions Liability</i>
<i>Product Name:</i>	<i>AFB Architects &amp; Engineers Media Tech Liability Insurance Program</i>		
<i>Project Name/Number:</i>	<i>/BICI0072A-AR(F)</i>		

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Edith Roberts	11/20/2008	12/23/2008

<i>SERFF Tracking Number:</i>	<i>BEAZ-125894862</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Beazley Insurance Company, Inc.</i>	<i>State Tracking Number:</i>	<i>EFT \$20</i>
<i>Company Tracking Number:</i>	<i>BICI0072A-AR(F)</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0019 Professional Errors &amp; Omissions Liability</i>
<i>Product Name:</i>	<i>AFB Architects &amp; Engineers Media Tech Liability Insurance Program</i>		
<i>Project Name/Number:</i>	<i>/BICI0072A-AR(F)</i>		

## Disposition

Disposition Date: 11/20/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: BEAZ-125894862 State: Arkansas

Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$20

Company Tracking Number: BICI0072A-AR(F)

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: AFB Architects & Engineers Media Tech Liability Insurance Program

Project Name/Number: /BICI0072A-AR(F)

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	cover letter	Approved	Yes
Supporting Document	marked up	Approved	Yes
Form	Directors and Officers Liability Coverage Enhancement	Approved	Yes

SERFF Tracking Number: BEAZ-125894862 State: Arkansas

Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$20

Company Tracking Number: BICI0072A-AR(F)

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0019 Professional Errors & Omissions Liability

Product Name: AFB Architects & Engineers Media Tech Liability Insurance Program

Project Name/Number: /BICI0072A-AR(F)

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Directors and Officers Liability Coverage Enhancement	E00745	092008 ed.	Endorsement Replaced/Amendment/Conditions	Replaced Form #:0.00 E00388 042008 ed. Previous Filing #: BICI0044-AR		E00745 092008 ed..pdf

Effective date of this Endorsement: <Effective Date>  
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

#### DIRECTORS AND OFFICERS LIABILITY COVERAGE ENHANCEMENT

This endorsement modifies insurance provided under the following:

**AFB A&E MEDIA TECH®**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Solely with respect to the coverage provided under this endorsement, Item 6. of the Declarations is deleted and replaced with the following:  
  
Item 6. Retroactive Date: <Date>
2. For purposes of this endorsement, the term "**Wrongful Act**" means:
  - a. any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, act or omission by any director, officer, partner or principal of the **Insured Organization**; or
  - b. any matter claimed against any director, officer, partner or principal of the **Insured Organization** by reason of their serving in such capacity.
3. Clause I. Insuring Clauses is amended to include the following:
  - A. To pay on behalf of any director, officer, partner or principal of the **Insured Organization Damages and Claims Expenses** which are not indemnified, in excess of the Each **Claim** Deductible, which such director, officer, partner or principal shall become legally obligated to pay because of any **Claim** first made against the director, officer, partner or principal during the **Policy Period** or **Optional Extension Period** (if applicable) and reported in writing to the Insurer either during the **Policy Period**, within sixty (60) days after the expiration of the **Policy Period**, or during the **Optional Extension Period** (if applicable) arising out of any **Wrongful Act** on or after the Retroactive Date set forth in Item 6. of the Declarations and before the end of the **Policy Period**.
  - B. To pay on behalf of the **Insured Organization Damages and Claims Expenses** it is required or permitted to pay as indemnification to any of the director, officer, partner or principal, in excess of the Each **Claim** Deductible, which the **Insured Organization** shall become legally obligated to pay because of any **Claim** first made against a director, officer, partner or principal during the **Policy Period** or **Optional Extension Period** (if applicable) and reported in writing to the Insurer either during the **Policy Period**, within sixty (60) days after the expiration of the **Policy Period**, or during the **Optional Extension Period** (if applicable) arising out of any **Wrongful Act** on or after the Retroactive Date set forth in Item 6. of the Declarations and before the end of the **Policy Period**.
4. Notwithstanding Clause X. Deductible, the Each **Claim** Deductible shall not apply if indemnification by the **Insured Organization** of any director, officer, partner or principal of the **Insured Organization** for a **Claim** alleging a **Wrongful Act** is not permitted by law or if the **Insured Organization** is not able to indemnify solely by reason of its financial impairment.

5. Clause VI. Exclusions Applicable To All Insuring Clauses C. shall not apply to any **Claim** for a **Wrongful Act** which is:
- a. a derivative action brought or maintained by or on behalf of a securities holder of the **Insured Organization** who, when such **Claim** is first made, is acting independently of and without the solicitation, assistance, participation or intervention of any **Insured**;
  - b. brought by a director, officer, partner or principal of the **Insured Organization** in the form of a cross claim, third party claim or otherwise for contribution or indemnity; or
  - c. a written demand by one or more owners of voting securities of the **Insured Organization** upon the board of directors of the **Insured Organization** to bring a civil proceeding in a court of law against any of the director, officer, partner or principal for a **Wrongful Act**.
6. This coverage under this endorsement does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** for a **Wrongful Act**:
- a. for, arising out of or resulting from **Bodily Injury, Property Damage** or any **Pollution Condition**;
  - b. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
    - 1. the public offer, sale, solicitation or distribution of securities of the **Insured Organization**; or
    - 2. the actual or alleged violation of any federal, state, local or provincial statute relating to securities, including but not limited to the Securities Act of 1933 and the Securities and Exchange Act of 1934, or any rules or regulations promulgated thereunder;
  - c. for the return by any director, officer, partner or principal of any remuneration paid to them without the previous approval of the appropriate governing body of the **Insured Organization**;
  - d. for the actual or alleged breach of duty, neglect, error, misstatement, misleading statement, act or omission in connection with the rendering of, or actual or alleged failure to render, **Professional Services** by or on behalf of the **Insured Organization**; or
  - e. for any actual or alleged violations of any of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act, the Fair Labor Standards Act, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, or any violation of any federal, state, local or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto.
7. The coverage under this endorsement shall apply in excess of any other valid policy including any self insured retention or deductible portion thereof, whether such insurance is stated to be primary, contributory, excess, contingent or otherwise, and regardless of whether or not any **Damages** or **Claims Expenses** are collectible or recoverable under such other policy, unless such other policy is written only as specific excess insurance over the limit of liability of this Policy.



8. \$100,000 is the Additional Side A D&O Limit of Underwriters applicable only to **Claims** under paragraph 3.A. above, which Limit shall be separate and in addition to any other limit shown in Item 3. of the Declarations. The Additional Side A D&O Limit shall apply excess of the aggregate limit of liability shown in Item 3. of the Declarations and all policies of insurance providing excess coverage.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

Effective date of this Endorsement: <Effective Date>  
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

#### DIRECTORS AND OFFICERS LIABILITY COVERAGE ENHANCEMENT

This endorsement modifies insurance provided under the following:

#### **AFB A&E MEDIA TECH®**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Solely with respect to the coverage provided under this endorsement, Item 6. of the Declarations is deleted and replaced with the following:

Item 6. Retroactive Date: <Date>

2. For purposes of this endorsement, the term "Wrongful Act" means:

a. any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, act or omission by any director, officer, partner or principal of the **Insured Organization**; or,

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Deleted: by the Insured Organization; or

b. any matter claimed against any director, officer, partner or principal of the **Insured Organization** by reason of their serving in such capacity.

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3. Clause I. Insuring Clauses is amended to include the following:

A. To pay on behalf of any director, officer, partner or principal of the Insured Organization **Damages and Claims Expenses which are not indemnified**, in excess of the Each **Claim** Deductible, which such director, officer, partner or principal shall become legally obligated to pay because of any **Claim** first made against the director, officer, partner or principal during the **Policy Period** or **Optional Extension Period** (if applicable) and reported in writing to the Insurer either during the **Policy Period**, within sixty (60) days after the expiration of the **Policy Period**, or during the **Optional Extension Period** (if applicable) arising out of any **Wrongful Act** on or after the Retroactive Date set forth in Item 6. of the Declarations and before the end of the **Policy Period**.

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B. To pay on behalf of the Insured Organization Damages and Claims Expenses it is required or permitted to pay as indemnification to any of the director, officer, partner or principal, in excess of the Each Claim Deductible, which the Insured Organization shall become legally obligated to pay because of any Claim first made against a director, officer, partner or principal during the Policy Period or Optional Extension Period (if applicable) and reported in writing to the Insurer either during the Policy Period, within sixty (60) days after the expiration of the Policy Period, or during the Optional Extension Period (if applicable) arising out of any Wrongful Act on or after the Retroactive Date set forth in Item 6. of the Declarations and before the end of the Policy Period.

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4. Notwithstanding Clause X. Deductible, the Each **Claim** Deductible shall not apply if indemnification by the **Insured Organization** of any director, officer, partner or principal of the **Insured Organization** for a **Claim** alleging a **Wrongful Act** is not permitted by law or if the **Insured Organization** is not able to indemnify solely by reason of its financial impairment.

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5. Clause VI. Exclusions Applicable To All Insuring Clauses C. shall not apply to any **Claim** for a **Wrongful Act** which is:

- a. a derivative action brought or maintained by or on behalf of a securities holder of the **Insured Organization** who, when such **Claim** is first made, is acting independently of and without the solicitation, assistance, participation or intervention of any **Insured**;
- b. brought by a director, officer, partner or principal of the **Insured Organization** in the form of a cross claim, third party claim or otherwise for contribution or indemnity; or
- c. a written demand by one or more owners of voting securities of the **Insured Organization** upon the board of directors of the **Insured Organization** to bring a civil proceeding in a court of law against any of the director, officer, partner or principal for a **Wrongful Act**.

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6. This coverage under this endorsement does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** for a **Wrongful Act**:

- a. for, arising out of or resulting from **Bodily Injury, Property Damage** or any **Pollution Condition**;
- b. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
  - 1. the public offer, sale, solicitation or distribution of securities of the **Insured Organization**; or
  - 2. the actual or alleged violation of any federal, state, local or provincial statute relating to securities, including but not limited to the Securities Act of 1933 and the Securities and Exchange Act of 1934, or any rules or regulations promulgated thereunder;
- c. for the return by any director, officer, partner or principal of any remuneration paid to them without the previous approval of the appropriate governing body of the **Insured Organization**;
- d. for the actual or alleged breach of duty, neglect, error, misstatement, misleading statement, act or omission in connection with the rendering of, or actual or alleged failure to render, **Professional Services** by or on behalf of the **Insured Organization**; or
- e. for any actual or alleged violations of any of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act, the Fair Labor Standards Act, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, or any violation of any federal, state, local or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto.

Deleted: or

Deleted: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged malfunction of any product or failure of any product to perform in any manner as a result of any defect, deficiency, inadequacy or dangerous condition in such product or in its design or manufacture;¶  
e. . for actual or alleged breach of written contract, agreement, warranty, or guarantee; or¶  
f.

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7. The coverage under this endorsement shall apply in excess of any other valid policy including any self insured retention or deductible portion thereof, whether such insurance is stated to be primary, contributory, excess, contingent or otherwise, and regardless of whether or not any **Damages** or **Claims Expenses** are collectible or recoverable under such other policy, unless such other policy is written only as specific excess insurance over the limit of liability of this Policy.

Deleted: E00388

Deleted: 042008

8. \$100,000 is the Additional Side A D&O Limit of Underwriters applicable only to **Claims** under paragraph 3.A. above, which Limit shall be separate and in addition to any other limit shown in Item 3. of the Declarations. The Additional Side A D&O Limit shall apply excess of the aggregate limit of liability shown in Item 3. of the Declarations and all policies of insurance providing excess coverage.

All other terms and conditions of this Policy remain unchanged.

\_\_\_\_\_  
Authorized Representative

<i>SERFF Tracking Number:</i>	<i>BEAZ-125894862</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Beazley Insurance Company, Inc.</i>	<i>State Tracking Number:</i>	<i>EFT \$20</i>
<i>Company Tracking Number:</i>	<i>BICI0072A-AR(F)</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0019 Professional Errors &amp; Omissions Liability</i>
<i>Product Name:</i>	<i>AFB Architects &amp; Engineers Media Tech Liability Insurance Program</i>		
<i>Project Name/Number:</i>	<i>/BICI0072A-AR(F)</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: BEAZ-125894862 State: Arkansas  
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: EFT \$20  
Company Tracking Number: BICI0072A-AR(F)  
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
Product Name: AFB Architects & Engineers Media Tech Liability Insurance Program  
Project Name/Number: /BICI0072A-AR(F)

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 11/20/2008

**Comments:**

**Attachment:**

AR NAIC Transmittal.pdf

**Satisfied -Name:** cover letter **Review Status:** Approved 11/20/2008

**Comments:**

**Attachment:**

AR Letter.pdf

**Satisfied -Name:** marked up **Review Status:** Approved 11/20/2008

**Comments:**

**Attachment:**

E00745 092008marked up.pdf



## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>					<b>Group NAIC #</b>
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>	

<b>5. Company Tracking Number</b>	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>				

Filing information (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>				
<b>10. Sub-Type of Insurance (Sub-TOI)</b>				
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>				
<b>12. Company Program Title (Marketing title)</b>				
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
<b>14. Effective Date(s) Requested</b>	New:		Renewal:	
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>16. Reference Organization (if applicable)</b>				
<b>17. Reference Organization # &amp; Title</b>				
<b>18. Company's Date of Filing</b>				
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

## Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
21.	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

[illegible]

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)



**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>				
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)				
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

**RATE/RULE FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to form filing number</b> (Company tracking number of form filing, if applicable)	
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☐ Rate Increase      ☐ Rate Decrease      ☐ Rate Neutral (0%)

<b>3.</b>	<b>Filing Method (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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<b>4a.</b>	<b>Rate Change by Company (As Proposed)</b>
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

<b>4b.</b>	<b>Rate Change by Company (As Accepted) For State Use Only</b>
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

<b>5.</b>	<b>Overall Rate Information (Complete for Multiple Company Filings only)</b>
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		COMPANY USE	STATE USE
<b>5a</b>	<b>Overall percentage rate indication (when applicable)</b>		
<b>5b</b>	<b>Overall percentage rate impact for this filing</b>		
<b>5c</b>	<b>Effect of Rate Filing – Written premium change for this program</b>		
<b>5d</b>	<b>Effect of Rate Filing – Number of policyholders affected</b>		

<b>6.</b>	<b>Overall percentage of last rate revision</b>	
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<b>7.</b>	<b>Effective Date of last rate revision</b>	
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<b>8.</b>	<b>Filing Method of Last filing (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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<b>9.</b>	<b>Rule # or Page # Submitted for Review</b>	<b>Replacement or withdrawn?</b>	<b>Previous state filing number, if required by state</b>
01		[ ] New [ ] Replacement [ ] Withdrawn	
02		[ ] New [ ] Replacement [ ] Withdrawn	
03		[ ] New [ ] Replacement [ ] Withdrawn	

November 11, 2008

Honorable Julie Benafield Bowman, Commissioner  
Arkansas Insurance Department  
1200 W 3<sup>rd</sup> Street  
Little Rock, AR 72201-1904

RE: Beazley Insurance Company, Inc.  
NAIC: Group Code: 0000  
Company Code: 37540  
FEIN: 04-2656602  
AFB Architects & Engineers Media Tech Liability Insurance Program  
Our Filing No.: BICI0072A-AR (F)  
Type of Filing: Form

Dear Commissioner Bowman:

In accordance with the laws of your state, Beazley Insurance Company, Inc. is submitting this Form filing to amend our currently approved Directors and Officers Liability Coverage Enhancement endorsement form number E00388 042008 ed. applicable to our AFB Architects & Engineers Media Tech Liability Insurance Program. This endorsement was approved under our filing number BICI0044-AR. For your information, our original filing of this product was approved by your Department effective July 12, 2006 under our Company Filing Designation Number BICI-AE-AR-01 (F).

Based on your department's approval of this filing our updated optional non premium bearing Directors and Officers Liability Coverage Enhancement endorsement will now be numbered E00745 092008 ed. and will provide coverage to directors, officers, partners and principals of the Insured for matters arising out of their capacity as such, including actual or alleged breaches of duty, neglect, error, misstatement, misleading statements, acts or omissions. A key feature of this enhanced endorsement is a dedicated additional limit of \$100,000 for "Side A" claims. This "Side A" coverage protects directors, officers, partners and principals of the Insured in cases where indemnification by the firm is not available, such as bankruptcy.

The following items are attached to this filing:

- Required State Forms (if applicable);
- Sample copy of E00745 092008 ed. along with a marked up copy of where the changes were made on our previous endorsement.

We propose to implement this filing for all policies upon your earliest review and approval. Kindly contact me with any comments/questions or with documentation of the Department's approval of this filing.

Sincerely,

Renata A. Wright  
Regulatory Paralegal  
Tel: 866-623-2953 or 860-677-3737  
Fax: 860-679-0247  
E-Mail: renata.wright@beazley.com  
Enclosures

**Beazley Insurance  
Company, Inc.**

30 Batterson Park Road  
Farmington, CT 06032  
USA

Phone (860) 677 3700  
Fax (860) 679 0247

info@beazley.com  
www.beazley.com

beazley

Effective date of this Endorsement: <Effective Date>  
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**DIRECTORS AND OFFICERS LIABILITY COVERAGE ENHANCEMENT**

This endorsement modifies insurance provided under the following:

**AFB A&E MEDIA TECH®**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Solely with respect to the coverage provided under this endorsement, Item 6. of the Declarations is deleted and replaced with the following:

Item 6. Retroactive Date: <Date>

2. For purposes of this endorsement, the term "**Wrongful Act**" means:

- a. any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, act or omission by any director, officer, partner or principal of the **Insured Organization**; or
- b. any matter claimed against any director, officer, partner or principal of the **Insured Organization** by reason of their serving in such capacity.

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3. Clause I. Insuring Clauses is amended to include the following:

**A.** To pay on behalf of any director, officer, partner or principal of the **Insured Organization** Damages and Claims Expenses which are not indemnified, in excess of the Each Claim Deductible, which such director, officer, partner or principal shall become legally obligated to pay because of any Claim first made against the director, officer, partner or principal during the Policy Period or Optional Extension Period (if applicable) and reported in writing to the Insurer either during the Policy Period, within sixty (60) days after the expiration of the Policy Period, or during the Optional Extension Period (if applicable) arising out of any Wrongful Act on or after the Retroactive Date set forth in Item 6. of the Declarations and before the end of the Policy Period.

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**B.** To pay on behalf of the **Insured Organization** Damages and Claims Expenses it is required or permitted to pay as indemnification to any of the director, officer, partner or principal, in excess of the Each Claim Deductible, which the **Insured Organization** shall become legally obligated to pay because of any Claim first made against a director, officer, partner or principal during the Policy Period or Optional Extension Period (if applicable) and reported in writing to the Insurer either during the Policy Period, within sixty (60) days after the expiration of the Policy Period, or during the Optional Extension Period (if applicable) arising out of any Wrongful Act on or after the Retroactive Date set forth in Item 6. of the Declarations and before the end of the Policy Period.

4. Notwithstanding Clause X. Deductible, the Each Claim Deductible shall not apply if indemnification by the **Insured Organization** of any director, officer, partner or principal of the **Insured Organization** for a Claim alleging a **Wrongful Act** is not permitted by law or if the **Insured Organization** is not able to indemnify solely by reason of its financial impairment.

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5. Clause VI. Exclusions Applicable To All Insuring Clauses C. shall not apply to any **Claim** for a **Wrongful Act** which is:

- a. a derivative action brought or maintained by or on behalf of a securities holder of the **Insured Organization** who, when such **Claim** is first made, is acting independently of and without the solicitation, assistance, participation or intervention of any **Insured**;
- b. brought by a director, officer, ~~partner~~ or principal of the **Insured Organization** in the form of a cross claim, third party claim or otherwise for contribution or indemnity; or
- c. a written demand by one or more owners of voting securities of the **Insured Organization** upon the board of directors of the **Insured Organization** to bring a civil proceeding in a court of law against any of the director, ~~officer, partner~~ or principal for a **Wrongful Act**.

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6. This coverage under this endorsement does not apply to **Damages** or **Claims Expenses** in connection with or resulting from any **Claim** for a **Wrongful Act**:

- a. for, arising out of or resulting from **Bodily Injury, Property Damage** or any **Pollution Condition**;
- b. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
  - 1. the public offer, sale, solicitation or distribution of securities of the **Insured Organization**; or
  - 2. the actual or alleged violation of any federal, state, local or provincial statute relating to securities, including but not limited to the Securities Act of 1933 and the Securities and Exchange Act of 1934, or any rules or regulations promulgated thereunder;
- c. for the return by any director, officer, ~~partner~~ or principal of any remuneration paid to them without the previous approval of the appropriate governing body of the **Insured Organization**;
- d. ~~for the actual or alleged breach of duty, neglect, error, misstatement, misleading statement, act or omission in connection with the rendering of, or actual or alleged failure to render, Professional Services by or on behalf of the Insured Organization; or~~
- e. for any actual or alleged violations of any of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act, the Fair Labor Standards Act, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, or any violation of any federal, state, local or foreign statutory law or common law that governs the same topic or subject and any rules, regulations and amendments thereto.

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e. . for actual or alleged breach of written contract, agreement, warranty, or guarantee; or¶  
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7. The coverage under this endorsement shall apply in excess of any other valid policy including any self insured retention or deductible portion thereof, whether such insurance is stated to be primary, contributory, excess, contingent or otherwise, and regardless of whether or not any **Damages** or **Claims Expenses** are collectible or recoverable under such other policy, unless such other policy is written only as specific excess insurance over the limit of liability of this Policy.

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8. \$100,000 is the Additional Side A D&O Limit of Underwriters applicable only to **Claims** under paragraph 3.A. above, which Limit shall be separate and in addition to any other limit shown in Item 3. of the Declarations. The Additional Side A D&O Limit shall apply excess of the aggregate limit of liability shown in Item 3. of the Declarations and all policies of insurance providing excess coverage.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

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